Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

## Filing at a Glance

Company: Ameritas Life Insurance Corp.

Product Name: Group Fixed Retirement AnnuitySERFF Tr Num: AMFA-126976840 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47670

variable Closed

Sub-TOI: A02G.002 Flexible Premium Co Tr Num: 64351 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Cindy Meyer, Joanne

Friend, Jenny Andrus

Date Submitted: 01/10/2011 Disposition Status: Approved-

Closed

Disposition Date: 01/14/2011

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Group Fixed Retirement Annuity

Status of Filing in Domicile: Pending

Project Number: 64351 - Group Fixed Retirement Annuity

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 01/14/2011

State Status Changed: 01/14/2011 Deemer Date:

Created By: Jenny Andrus Submitted By: Jenny Andrus

Corresponding Filing Tracking Number:

Filing Description:

Re: Ameritas Life Insurance Corp. NAIC No. 0943-61301 FEIN No. 47-0098400

Submission Form Identification: 64351 et al – Group Fixed Annuity Contract

Description of Form as Individual or Group Market: Group

General Description of Submission: This Group Fixed Annuity Contract will be used in conjunction with tax-favored

plans under Sections 401 and 403 (b) of the Internal Revenue Code.

Enclosed for your review and approval are the above referenced contract and associated forms as outlined in the

SERFF Tracking Number: AMFA-126976840 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 47670

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

attached Exhibit A. The contract, amendments, notification and application are new forms and will not replace any existing forms.

64351 – Group Fixed Annuity Contract This contract has been designed for use in conjunction with tax-favored plans under Sections 401 and 403 (b) of the Internal Revenue Code. The purpose of the contract is for funding qualified plans. Eligible contractholders are sponsors of qualified plans. This contract is unisex.

64351 APP – Group Fixed Annuity Application This application will be used with the 64351 contract.

581 (NMCHG) – Amendment This amendment will be used for changes where a name change occurs or the contractholder would change. Generally this form is used in merger of Plans where a business is merged or acquired.

581 (EF) – Amendment This amendment will be used if there was a pricing increase change.

582 (EF) – Notification This notification will be used to reflect a pricing discount. The change is for the betterment of the contractholder.

The Group Fixed Annuity Table of Immediate Annuities that will be used with this product is form AL 643-TIA, which was previously approved by your state on 07/28/2006.

These forms are exempt from any "flesch score" or readability requirements in your statutes or regulations as it is subject to federal jurisdiction and the language contained therein is drafted to conform to the requirements of federal law.

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printers requirements. No change in language will occur, only a possible page break, or renumbering of a page.

The submission was filed concurrently to our domiciliary state of Nebraska. If you have any questions or comments regarding this filing, please refer them to me at 1-800-825-1551, extension 52984 (email address: jandrus@ameritas.com). Thank you for your consideration of this submission. Be assured it is appreciated.

# **Company and Contact**

## **Filing Contact Information**

Jenny Andrus, Contract Analyst jandrus@unioncentral.com

1876 Waycross Road 800-825-1551 [Phone] 52984 [Ext]

P O Box 40888 513-595-2918 [FAX]

Cincinnati, OH 45240

**Filing Company Information** 

Ameritas Life Insurance Corp. CoCode: 61301 State of Domicile: Nebraska

SERFF Tracking Number: AMFA-126976840 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 47670

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

5900 O Street Group Code: 943 Company Type:
P O Box 81889 Group Name: State ID Number:

Lincoln, NE 68501-1889 FEIN Number: 47-0098400

(800) 756-1112 ext. [Phone]

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$250.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Ameritas Life Insurance Corp. \$250.00 01/10/2011 43604783

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/14/2011	01/14/2011

SERFF Tracking Number: AMFA-126976840 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 47670

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

## **Disposition**

Disposition Date: 01/14/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

Schedule Item	Schedule Item Status Public Access
Flesch Certification	Yes
Application	No
Life & Annuity - Acturial Memo	No
Exhibit A	Yes
Statement of Variability	Yes
Fixed Group Retirement Annuity	Yes
Amendment	Yes
Amendment	Yes
Notification	Yes
Application	Yes
	Flesch Certification Application Life & Annuity - Acturial Memo Exhibit A Statement of Variability Fixed Group Retirement Annuity Amendment Amendment Notification

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

## Form Schedule

Lead Form Number: 64351

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	64351	Policy/Cont Fixed Group ract/Fratern Retirement Annuity al Certificate	Initial		0.000	64351.pdf
	581 (NMCHG)	Policy/Cont Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	581 (NMCHG).pdf
	581 (EF)	Policy/Cont Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	581 (EF).pdf
	582 (EF)	Policy/Cont Notification ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	582 (EF).pdf

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

64351 APP Application/Application Initial 0.000 64351

Enrollment APP.pdf

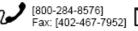
Form



ADJUSTMENT UPON LIQUIDATION OF FUNDS.

[5900 O Street Lincoln, NE 68501]

## Client Service Office





[5900 O Street Lincoln, NE 68501]

Contractholder: [Trustees of CPK Enterprise, Inc. 401 (k) Plan] Group Annuity Contract Number: [1234567890]					
JURISDICTION.	This contract is delive	ered in	and is g	overned by its laws.	
				n and of the payment of the allocate additions of this contract.	d
PROVISIONS AND hereby made a part of		All provisions and cond	litions stated o	on this and the subsequent pages ar	e
contractholder may re	eturn this contract for		nys after receiv pe refunded.	nis contract carefully. The ing it. If returned, this contract will	
[ doAm	M Marti	- Ja	bent Z	The A Sancha ]	
[Pre	esident]		[3	Secretary]	

Allocated Group Annuity Nonparticipating

VALUES IN THE GUARANTEED INVESTMENT ACCOUNT MAY BE SUBJECT TO A MARKET VALUE

## CONTRACT INDEX\_

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#### **DEFINITIONS**

(Defined terms appear in *italics* throughout this contract)

**ACTIVE PARTICIPANT.** Means a *participant* whose participation in the *plan* has not ceased due to severance from employment. Also means an alternate *payee* or *beneficiary* of an account under the contract.

**ALLOCATED CONTRIBUTION.** Means any amount paid to *us* by *you* in accordance with the terms of the *plan* on behalf of a *participant*.

**ANNUITANT.** Means a payee who elects, subject to the terms of the plan to receive benefits in the form of an annuity.

**APPLICATION.** Means the *application* page attached to and made a part of this contract.

**BENEFICIARY.** Means the person or trust designated to receive the *participant's* death benefits, if any, under the terms of the *plan*.

**BENEFIT EVENT.** Means an event requiring payment of benefits under the terms of the *plan*. For purposes of this contract, a *benefit event* is: severance from employment, death, disability or the attainment of early or normal retirement age.

**COMPANY.** Means Ameritas Life Insurance Corp.

**CONTRACTHOLDER.** Means the person(s) identified as the holder of this contract on the face page of the contract.

**CONTRACT YEAR.** Means the period beginning with the *date of issue* and ending on the day preceding the first anniversary and thereafter, the period beginning with an anniversary of the *date of issue* and ending on the day preceding the next succeeding anniversary.

**DATE OF ISSUE.** Means the date the contract was issued from *our home office*.

**DEPOSIT PERIOD.** Means the period specified by the *company* from time to time, during which new deposits will be considered first invested in a Participant Account in order to be credited with the appropriate interest rate for such a period.

**DEPOSIT YEAR.** The twelve (12) month period beginning with the first day of the applicable *deposit period* in which a deposit or other credit is first allocated to a Participant Account.

**DUE PROOF OF DEATH.** Means one of the following: (1) a certified copy of a death certificate; (2) a certified copy of a decree of a court of competent jurisdiction as to the finding of death; (3) a written statement by a medical doctor who attended to the deceased at death; and (4) any proof satisfactory to *us*.

**ANNUITY.** Means a series of payments fixed throughout the annuity period.

**GOOD ORDER.** Means the information must be legible, accurate, adequate, and in accordance with *our* then current procedures.

**GUARANTEED INVESTMENT ACCOUNT.** Means an account which is part of *our* general assets into which *allocated* contributions may be made as set forth in this contract. We will declare in advance of any deposit period the current rate or rates of interest to be credited during the deposit year. At no time will the declared interest rate be less than the rate shown on the schedule.

**HOME OFFICE.** Means *our* principal office, the mailing address of which is P.O. Box 81889, Lincoln, Nebraska, 68501.

**INACTIVE PARTICIPANT.** Means a *participant* whose participation in the *plan* has ceased due to severance from employment.

**NOTICE.** Means any information we receive in *good order* at *our home office* which is written, signed by *you* and acceptable to *us*, or in another format deemed acceptable by *us*.

**PARTICIPANT.** Means a person participating in the *plan*, or for whom funds have been contributed to the *plan*. For purposes of this contract, an alternate *payee* will be treated as a *participant*.

**PARTICIPANT ACCOUNT.** Means an account maintained for each *participant* which is composed of the *participant's* interest in the *guaranteed investment accounts*, and which is valued in accordance with the provisions of this contract.

**PAYEE.** Means the *participant*, *beneficiary*, or other legally designated *payee*.

**PLAN.** Means the qualified *plan* as stated on the face page of this contract.

**RENEWAL YEAR.** Means the twelve (12) month period beginning with the first day of the *deposit period* corresponding with the *deposit period* in which such deposit, or other credit was originally allocated to the Participant Account, for any deposits or other credit accumulated in a *guaranteed investment account* from a *deposit year* which has expired.

**SCHEDULE.** Means the *schedule* page attached to and made a part of this contract.

WE, US, OUR. Means Ameritas Life Insurance Corp.

**YOU OR YOUR.** Means the person named as *contractholder* on the face page of this contract. *You* may, in some cases, designate certain authority under this contract, to another party, such as a third party administrator. In such cases, instructions as to the extent and effect of such designation must be provided to *us*. Such instructions must be provided in writing or in accordance with *our* then current procedures.

## **CONTRACT AND AUTHORITY**

**ENTIRE CONTRACT.** This contract, together with *your application*, a copy of which is attached, and the *schedule* constitute and contain the entire contract. *We* are not a party to nor bound by any trust or *plan* and the provisions and conditions of this contract will govern with respect to *our* rights and obligations notwithstanding any contrary provisions and conditions of the *plan*.

**AUTHORITY.** None of the provisions or conditions of this contract may be modified, nor any forfeiture under it waived, nor may the *plan* be amended so as to affect this contract except by an agreement in writing or by a written consent signed by *our* President, a Vice President, the Secretary or an Assistant Secretary. The authority for this purpose may not be delegate

## **BENEFITS**

**GENERAL.** You will give notice to us of the amount, form and time of commencement of any benefit to be paid to a payee in accordance with the provisions of the plan, subject to the provisions and conditions of this contract. Any amount of the participant account to which the payee is not entitled under the terms of the plan will be applied as directed by you, subject to the provisions and conditions of this contract. Before making any benefit payment we may require due proof that the payee is living.

**PAYMENT OF BENEFITS.** When we receive notice from you that all or a portion of a participant account is to be applied to purchase an annuity, the value of the participant account or portion thereof will be determined as of the valuation date which is the later of: (a) the 30th business day prior to the date the annuity is to begin or payment is to be made; or (b) the 30th business day after receipt of such notice from you. Subject to the next sentence, we will then:

- (1) apply the value to establish an *annuity* in accordance with the applicable annuity table contained in this contract, or
- (2) pay the value to the *participant* or his *beneficiary*.

If a contingent deferred sales charge, as described in the Charges and Deductions Section, is applicable, such charge will be deducted from the value of the *participant account* and the remaining value will be disposed of in accordance with (1) or (2) above. Alternatively, upon *notice* from *you*, the contingent deferred sales charge may be paid by *you*, provided such payment is not a violation of any applicable law, rule or regulation.

Upon *notice* from *you* for the payment of benefit to be made in a form other than an *annuity*, the *participant account* will be valued as of the date of distribution.

**AMOUNT OF ANNUITY BENEFITS.** We guarantee the amount of *annuity* payments. The payment depends only on the settlement option elected, the age of the *annuitant*, and the amount applied to purchase the *annuity*, in accordance with the applicable annuity table contained in this contract. No changes may be made with respect to *annuity* payments.

**ALTERNATE ANNUITY OPTION.** Any *annuity* to be purchased hereunder will be provided at rates applicable to any single premium nonparticipating immediate *annuity* of the type available by *us* on the date the *annuity* is to be purchased, at rates no less favorable to the *annuitant* than those set forth in the tables then included in this contract.

**MINIMUM ANNUITY.** Under an *annuity* if the requested periodic payment is less than \$50, we reserve the right to make payments at less frequent intervals. Further, if the annual periodic payment is less than \$50, we reserve the right to pay the amount in a single sum.

**BENEFICIARY OF DEATH BENEFITS.** Such amounts, if any, as may be payable from a *participant account*, not otherwise payable under the terms of the *plan*, on the death of a *participant*, will be paid to such *beneficiary* as is provided pursuant to the *plan*, upon receipt of *due proof of death* by *us*. If, however, no *beneficiary* was designated pursuant to the *plan*, or if no designated *beneficiary* is living and there is no specific provision for payment in that event, the amounts due will be paid in accordance with state law. If such death benefits are payable to the *participant's* spouse as a result of the operation of the immediately preceding sentence, or to the *participant's* executor or administrator, then *we*, at *our* option, will have the right to pay to such *payee* the commuted value of any death benefits. Any amount payable to two or more persons as *beneficiary* will be paid to them in equal shares unless the *beneficiary* designation provides otherwise.

**MISSTATEMENT AND PROOF OF AGE OR SURVIVAL.** We may require proof of age or survival of any person upon whose age or survival any payments depend.

If the age of the *annuitant* has been misstated, the benefits will be those which premiums would have provided for the correct age. If we have made incorrect annuity payments, we will adjust future payments. The adjustments will reflect any overpayment or underpayment.

#### ALLOCATED CONTRIBUTIONS AND WITHDRAWALS

**PAYMENT OF ALLOCATED CONTRIBUTIONS.** All *allocated contributions* are payable at *our home office* by *you*. *You* will, by *notice* to *us* specify the portion of each *allocated contribution* for each *participant account*. Contributions will not be allocated to each *participant account* until the specified instruction *notice* is received.

Contributions we receive that you do not allocate to a participant account will be maintained in a single unallocated account within the guaranteed investment account.

WITHDRAWALS FROM INVESTMENT ACCOUNTS. You, or if authorized by you, a participant, by giving notice may elect, subject to the contingent deferred sales charge, if applicable, that a portion of a participant account be withdrawn therefrom and paid by us to a trustee or another insurer designated by you. Withdrawals from the participant account may be subject to a market value adjustment in accordance with the method outlined below, unless such withdrawal is within one of the exceptions outlined in that section. Withdrawals from the participant account will generally be made pro rata from all investment accounts.

**EFFECTIVE DATE OF WITHDRAWALS; OTHER PROVISIONS.** The election of any withdrawal will become effective and the withdrawal will be made within seven days of the receipt of *notice* by *us* at *our home office* or such later date specified in such *notice*, subject to postponement for any period during which:

- (1) The New York Stock Exchange is closed for trading;
- (2) The home office is closed;
- (3) When the Securities and Exchange Commission has determined that a state of emergency exists; or
- (4) When we are required to withhold the withdrawal by any other applicable law or regulation.

We reserve the right to postpone withdrawals from the *guaranteed investment account* for up to six months after we receive the request. The election of any such withdrawal may not be revoked without our consent. In lieu of withdrawal, you or the participant if authorized by you, may elect to purchase an annuity for the participant.

#### **GUARANTEED INVESTMENT ACCOUNT**

**GUARANTEED INVESTMENT PARTICIPANT ACCOUNT**. A Guaranteed Investment Participant Account will be established and maintained for each *participant account*.

The value of the Guaranteed Investment Participant Account at any point in time equals the total of *allocated contributions* plus accumulated interest credited to the Guaranteed Investment Participant Account, less any amounts withdrawn or deducted from the Guaranteed Investment Participant Account within the *guaranteed investment account*.

**GUARANTEED INVESTMENT ACCOUNT INTEREST CREDITS.** *We* will credit interest to a Guaranteed Investment Participant Account as follows:

- 1) New Deposit Rate. As of the beginning of each *deposit period*, the *company* will declare a new deposit interest rate for this contract to be applied to new deposits invested during such *deposit period* in a Guaranteed Investment Participant Account. Interest will be credited to such deposits from the effective date of deposit through the end of the *deposit year* or to the date of withdrawal.
- 2) Renewal Rate. As of the beginning of each *deposit period*, the *company* will declare a renewal interest rate for this contract. The rate will apply to the accumulated value of deposits of Guaranteed Investment Participant Accounts which are invested in those accounts in the corresponding *deposit period* of any prior calendar year. Interest will be credited based on this rate through the end of the *renewal year* or to the date of withdrawal.

Rates credited will be net of the applicable expense charge of the Expense Factor as listed on the schedule.

**MARKET VALUE ADJUSTMENT.** Assets invested in the *guaranteed investment account* will not be subject to a Market Value Adjustment upon withdrawal where the withdrawals are for one of the following:

- (1) Related to a *benefit event* as defined under this contract;
- (2) To fund a loan or hardship distribution (if permitted by the *plan*);
- (3) For the payment of contract expenses; or
- (4) Taken by a *participant* where the amount is less than or equal to;
  - (a) \$2000 or
  - (b) Five-percent of the *participant's guaranteed investment account* value as of the beginning of the calendar quarter of the withdrawal transfer.

The Market Value Adjustment will be equal to the amount withdrawn multiplied by one minus one-hundredth of the price of a \$100 face amount bond with the following characteristics: a specified term to maturity, a yield rate equal to the 10-year U.S. Treasury Note plus a specified spread less the same expense charges included in the determination of the new deposit rate; and a coupon rate derived from the weighted average of the interest rates currently applicable to the funds held in the Guaranteed Investment Participant Account. The market value adjustment will be applied to and deducted from the amounts withdrawn.

The term to maturity and the yield over the 10 Year U.S. Treasury Note *we* will declare monthly. The yield on the 10 Year U.S. Treasury Note will be adjusted weekly, and will be the average for the previous week as found in the most recent Federal Reserve Statistical Release H.15 (or other comparable index or survey) and will be effective the second business day of each week.

#### **CHARGES AND DEDUCTIONS**

**ANNUAL RECORDKEEPING CHARGE.** An annual Recordkeeping Charge is declared by *us* at [the beginning of each calendar year]. This charge will cover a portion of the general expenses of establishing, maintaining and administering the contract. *We* will deduct either: 1) a proportionate share of such charge from all contract accounts including any *participant accounts*, Forfeiture Accounts, and Unallocated Accounts based on the balances held in such accounts as of such date in the *guaranteed investment account* as compared to the total of all balances held under the contract; or 2) a flat amount from all accounts including any *participant accounts*, Forfeiture Accounts or Unallocated Accounts by dividing the annual contract expense charge by the number of all such accounts.

If the *contractholder* chooses to pay the charge directly, we will bill the *contractholder*. If the bill is not paid within [30] days of the mailing of the *notice*, the amount due may be deducted on a per capita basis from all contract accounts including any participant accounts, Forfeiture Accounts or Unallocated Accounts.

**CONTRACT MANAGEMENT CHARGE.** We will assess a Contract Management Charge with regard to the *guaranteed investment account*. This charge is the expense component which is included in the Expense Factor as delineated above. This charge will be assessed against and deducted from each contract account under the *plan* including any *participant accounts*, Forfeiture Accounts or Unallocated Accounts in proportion to their value on the date specified.

The Contract Management Charge is based upon pricing information provided to *us*, by *you*, in the *application* and the appropriate disclosure for this contract. Should any of the pricing information provided change, or be found to be inaccurate, these charges may be adjusted in accordance with *our* current pricing schedule. Should an adjustment to the Contract Management Charge become necessary, *we* will provide advance *notice* to *you*.

**CONTINGENT DEFERRED SALES CHARGE.** Any amount which is withdrawn from the contract (1) on termination of the contract, or effective termination as described in the Termination of Contract Section, or (2) on termination of the *plan*, or (3) for any purpose other than a payment related to a *benefit event* or expenses of the contract before the termination of the contract may be subject to, and reduced by, a contingent deferred sales charge as set forth in the *schedule*.

## TERMINATION OF CONTRACT

**TERMINATION OF CONTRACT.** This contract will terminate under the following circumstances:

- (1) If *you* give *us notice* that this contract is to be terminated specifying a date of termination which is not earlier than 30 days following the date of receipt of such *notice* by *us*, unless *we* agree to an earlier date.
- (2) If no amounts attributable to this contract remain in any *participant account* and no *allocated contribution* is made within a 31-day period after this condition arose. In such event, the termination will be effective immediately subsequent to the end of the 31-day period described in this provision.

- (3) If we advise you of termination. We may terminate the contract for reasonable cause, which may include, but is not limited to the following:
  - (a) If we believe you are not abiding by state and federal law governing retirement plans;
  - (b) If *you* have not rendered the performance necessary to comply with the terms of this contract (e.g., timely payment of fees, compliance with applicable federal regulations); or
  - (c) If the Internal Revenue Service disqualifies your plan.

If we terminate the contract in accordance with the provisions of (3)(a) and (b) above, the contingent deferred sales charge will not apply. If an account balance remains, a check made payable to the trustee of the *plan* will be sent to the trustee of the *plan* no sooner than 30 days after *you* have been notified in writing.

**EFFECTIVE PLAN TERMINATION.** In the event a substantial amount of the *plan* assets are paid out within a six-month period, or in the event *you* or the IRS declares a partial *plan* termination, *we* may apply the provisions of the Termination of Contract Section and assess any applicable contingent deferred sales charge. This charge may apply based upon assets in this contract as of the beginning of the six-month period. This charge may be billed to *you*.

**EFFECT OF TERMINATION AND DISPOSITION OF ASSETS ON TERMINATION.** On and after the effective date of termination as specified above, *we* no longer will accept *allocated contributions*.

On termination of this contract the amounts held in the *participant accounts*, reduced by any applicable contingent deferred sales charge as described in the Charges and Deductions Section, will be paid to: (1) a trustee or another retirement plan provider *you* designate in writing, or (2) the *participants you* designate by *notice* with *our* written consent if no trustee or other retirement plan provider is to be so designated, or (3) to a successor in interest to *you*. Such payment will be made no later than 30 days after the termination (other than a termination initiated by *us*) is effective as described above. However, *we* will have the right to require that *you* elect the payment to a trustee or another retirement plan provider for any amount held in the *guaranteed investment account* payable under either (1), (2) or (3) below. As indicated in the Allocated Contributions, and Withdrawals Section, *we* reserve the right to postpone withdrawals from the *guaranteed investment account* for up to six months after *we* receive the request.

- (1) The *guaranteed investment account* amount payable will be divided into ten approximately equal annual installments. The first payment will be paid the first of the month following six months from the effective date of termination. During the deferral period following the effective date of the termination, the fund will be credited with interest at the rate earned at the date of termination less 1%. Expenses will be charged against the fund and will be fixed at the date of termination.
- (2) The amount payable may be adjusted by agreement between *you* and *us* and paid in a cash lump sum. The market value adjustment will be determined as of the distribution date and will allow both positive and negative adjustments to the accumulated value of the *guaranteed investment account* upon *plan* termination and will reflect the investment market conditions at the time of the determination.
- (3) In the event of failure of the parties to reach an agreement said amount will be payable in accordance with (1) above.

In lieu of such disposition *you* may elect that amounts held in the *participant accounts* be used to purchase an *annuity* from *us* for the *participants* by using the applicable annuity tables in this contract. Contract account balances other than *participant accounts* would be distributed as described above.

Pending the total payout of all contract accounts including the *participant accounts*, all applicable charges and adjustments described in the Charges and Deductions Section will continue to apply on and after the effective date of termination.

#### **MISCELLANEOUS**

**CERTIFICATION OF QUALIFICATION OF PLAN.** You certify that in your opinion the plan meets the requirements for qualification under Section 401 or Section 403 of the Internal Revenue Code. If you attempt to obtain Internal Revenue Service approval of the plan as a qualified plan and fail to initially secure such qualification of the plan, or fail to retain such qualification the contract will be terminated in accordance with the termination language in the Termination of Contract Section and assessed any applicable contingent deferred sales charge.

**INCONTESTABILITY.** This contract is incontestable after two years from the *date of issue*.

**OWNERSHIP.** You are the owner of this contract and may agree with us to any change in or amendment of this contract without the consent of any participant.

**ASSIGNMENT BY THE CONTRACTHOLDER.** You may assign this contract, but any assignment must be in writing, and we will not be deemed to have knowledge of such assignment unless we receive notice along with the original or a duplicate assignment. Such assignment by you will not affect in any way the rights of any participant. We will not assume any responsibility for the validity of an assignment.

**ESSENTIAL DATA.** You will furnish to us from time to time the names of all participants together with whatever information is necessary to establish the eligibility and amount of annuity or other benefit in each instance. You will report to us each participant with respect to whom any payment becomes due under the plan and the nature and amount of such payment before the date on which such payment becomes due, or as soon thereafter as is practicable. We will be fully protected in relying on any information furnished by you, and need not inquire as to the accuracy or completeness thereof.

**NONALIENATION OF BENEFITS.** No sum payable under this contract with respect to a *participant* may be assigned, commuted or encumbered by the *payee*, and, to the extent permitted by law, no such sum will in any way be subject to any legal process to subject the same to the payment of any claim against such *payee*.

**GENDER AND NUMBER.** Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.

**CERTIFICATES.** We will issue to you, for delivery to each person for whom an annuity is purchased, a certificate setting forth the amount and terms of payment of the annuity.

**LIABILITY OF THE COMPANY.** We do not guarantee that the amounts held under the contract will be sufficient to provide any benefits to be provided and *our* liability to provide annuities or any other benefits hereunder will be limited to the amounts available under this contract.

**OWNERSHIP OF ASSETS.** We shall have exclusive and absolute ownership and control of the assets of the *guaranteed investment account*. Under no circumstance are we to be considered a Trustee of such assets.

**PAYMENT IN CASH.** Any withdrawal or lump sum payment (as opposed to an annuity benefit) from any *investment account* which is to be paid to a Trustee or another insurer or to a *payee* will be paid in cash. *Allocated contributions* must be paid in a form acceptable to *us*. All payments are payable when due at *our home office*.

**REPORTS.** Upon request, reports will be provided to the *contractholder* no less frequently than quarterly.

**RIGHT OF COMPANY TO CHANGE CERTAIN PROVISIONS.** After the end of a *contract year we* have the right at any time on written advice delivered or mailed to *your* last address according to *our* records, to amend the language of this contract and change any or all tables included in this contract, or to change the Expense Factor, the Contract Management Charge and/or the Annual Recordkeeping Charge. No such change will apply to any annuities purchased prior to the effective date of such change. To the extent such a change may cause a material detriment to the value of the policy, *you* may be able to terminate the contract without the implementation of the market value adjustment or contingent deferred sales charge.

We reserve the right to amend this contract at any time without your consent or to conform the contract to mandatory provisions of federal or state laws, regulations or rulings. Any amendment prepared pursuant to the right reserved above will be stated in a written document and delivered to you. Subsequent termination of the contract would be subject to the market value adjustment deferred sales charge.

## **Schedule Page**

This schedule is part of and subject to the provisions of Allocated Group Annuity

Contract No. [0000]

Contractholder

#### GUARANTEED INVESTMENT ACCOUNT

At no time will the declared interest for the guaranteed investment account be less than [1.5%].

#### EXPENSE FACTOR

An expense component is charged against the Guaranteed Investment Account. The applicable expense factor is listed, on a daily (a) and an annual (b) basis, as follows:

Total Assets (in the Guaranteed Investment Account)

	(a)	(b)
[\$0 - 249,999]	[.xxxxxxxxx]	[x.xxxx]
[\$250,000 – 749,999]	[.xxxxxxxxx]	[x.xxxx]
[\$750,000 - 1,499,999]	[.xxxxxxxxx]	[x.xxxx]
[\$1,500,000 - 2,999,999]	[.xxxxxxxxx]	[x.xxxx]
[\$3,000,000 – 4,999,999]	[.xxxxxxxxx]	[x.xxxx]
[\$5,000,000 and over]	[.xxxxxxxxx]	[x.xxxx]

#### ANNUAL RECORDKEEPING CHARGE

At the rate of [\$1.00] per month payable on the last day of [each calendar quarter]. Such fee is:

- [] To be paid by the *contractholder* to *us*
- [] To be deducted from the *participant accounts*

#### CONTINGENT DEFERRED SALES CHARGE

Years Contract in Force	Percent of Amount Withdrawn
8+	0%
7	[X]%
6	[X]%
5	[X]%
4	[X]%
3	[X]%
2	[X]%
1	[X]%





Allocated Group Annuity Nonparticipating

# AMENDMENT No.\_\_\_\_

**Group Contract No.** [1234567890]

**Contractholder** [Trustees of CPK Enterprises, Inc. 401 (k) Plan]

# Issued By AMERITAS LIFE INSURANCE CORP.

Effective [January 1, 2011] this amendment is attached to the above identified contract and made a part thereof as fully as if recited therein:

- 1. The Contractholder is changed to [Trustee(s) of the XYZ Employee 401(k) & Profit Sharing Plan.]
- 2. The Plan is changed to [XYZ Employee 401(k) & Profit Sharing Plan.]

Unless accepted within 30 days of its issue date, this amendment is void unless subsequently countersigned by Ameritas Life Insurance Corp.

Issued at \_\_\_\_\_\_\_this [1st] day of [January] Year [2011]

AMERITAS LIFE INSURANCE CORP.

By\_\_\_\_\_\_\_Second Vice President

[President] [Secretary]

This Amendment is hereby accepted this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, Year\_\_\_\_\_.

[Trustees of CPK Enterprises, Inc. 401 (k) Plan]

By \_\_\_\_\_

Name and Title

# AMENDMENT No.\_\_\_\_

To

**Group Contract No.** [1234567890]

**Contractholder** [Trustees of CPK Enterprises, Inc. 401 (k) Plan]

Issued By

## AMERITAS LIFE INSURANCE CORP.

Effective [January 1, 2011] this amendment is attached to the above identified contract and made a part thereof as fully as if recited therein:

Until further notice, the EXPENSE FACTOR located in the **Schedule** is amended per the following:

Total Assets (in the Guaranteed Investment Account)

(a) daily	(b) annual
[.xxxxxxxxx.]	[x.xxxx]
[.xxxxxxxxx]	[x.xxxx]
[.xxxxxxxxx]	[x.xxxx]
[.xxxxxxxxx.]	[x.xxxx]
[.xxxxxxxxx.]	[x.xxxx]
[.xxxxxxxxx]	[x.xxxx]
	[.xxxxxxxx] [.xxxxxxxxx] [.xxxxxxxxx] [.xxxxxxxxx]

Unless accepted within 30 days of its issue date, this amendment is void unless subsequently countersigned by Ameritas Life Insurance Corp.

Issued at	this [1st] day of [January] Year [2011]		
	AME	RITAS LIFE INSURANC	CE CORP.
3	Ву	Second Vice P	resident
[ do Am M	Martin	Taber &	Zah A Sancha
[President]			[Secretary]
This Amendment is hereby a	ccepted this	-	, Year prises, Inc. 401 (k) Plan1

Name and Title

## **NOTIFICATION**

To

**Group Contract No.** [1234567890]

**Contractholder** [Trustees of CPK Enterprises, Inc. 401 (k) Plan]

Issued By

## AMERITAS LIFE INSURANCE CORP.

Effective [January 1, 2011], this notification is attached to the above identified contract and made a part thereof as fully as if recited therein:

Until further notice, the EXPENSE FACTOR located in the **Schedule** is amended per the following:

Total Assets (in the Guaranteed Investment Account)

	(a) daily	(b) annual
[\$0 - 249,999]	[.xxxxxxxxx]	[x.xxxx]
[\$250,000 - 749,999]	[.xxxxxxxxx]	[x.xxxx]
[\$750,000 - 1,499,999]	[.xxxxxxxxx]	[x.xxxx]
[\$1,500,000 - 2,999,999]	[.xxxxxxxxx]	[x.xxxx]
[\$3,000,000 - 4,999,999]	[.xxxxxxxxx]	[x.xxxx]
[\$5,000,000 and over]	[.xxxxxxxxx]	[x.xxxx]

Issued at	this [1st	tl dav of	[January].	Year [2011]

AMERITAS LIFE INSURANCE CORP.

By\_\_\_\_

Second Vice President

[ do Am M Martin

[Secretary]

Tabert Zah A Sanche

[President]



# **Application Group Fixed Annuity Contract**

**Ameritas Life Insurance Corp.** 

[P. O. Box 81889] [Lincoln, NE 68501-1889]

APPLICANT		
The Trustee(s) of the Plan	hereby	y apply (ies) for a Group Fixed Annuity
Contract No.:		
PLAN INFORMATION		
Name of Employer / Plan Sponsor:		
Legal Name of Plan:		
Employer's Tax Identification Number	(EIN):	
Trustee Signature(s)	Soliciting Aş	gent Signature
Trustee Printed Signature	Soliciting Ag	gent Printed Signature
Date	Date	
forms are: Driver's License, Passport, 1		identification (I.D.). Examples of acceptable py of the government-issued I.D. and submit in the provided.
Form of Identification	I.D. # / State	Expiration Date

This application is being made a part of the said contract, and attaches all the terms and conditions thereto.

64351 APP 1/6/11



# **Application Group Fixed Annuity Contract**

## Ameritas Life Insurance Corp.

[P. O. Box 81889] [Lincoln, NE 68501-1889]

Unless specific state language is noted below, the following general fraud notice applies.

#### FRAUD NOTICE

Any person knowingly or with intent to defraud; submits an application or files a claim containing false, incomplete or misleading information; is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim.

#### AZ, GA, KS, NE, VT RESIDENTS

Any person who knowingly or with intent to defraud; submits an application or files a claim containing false, incomplete or misleading information; may be guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim.

#### **CA RESIDENTS**

For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### **CO RESIDENTS**

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### CT RESIDENTS

Any person who knowingly or with intent to defraud; submits an application or files a claim containing false, incomplete or misleading information; is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim during the contestability period.

#### DC RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information on an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **FL RESIDENTS**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or any application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

#### KY RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### MA RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss of benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### MD RESIDENTS

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### ME RESIDENTS

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company.

#### NJ RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to civil and criminal penalties.

#### OR RESIDENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

#### PA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any material false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### RI RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### TN RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

#### TX RESIDENTS

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

#### VA RESIDENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

#### WA RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

64351 APP 1/6/11

SERFF Tracking Number: AMFA-126976840 State: Arkansas
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 47670

Company Tracking Number: 64351

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: Group Fixed Retirement Annuity

Project Name/Number: Group Fixed Retirement Annuity/64351 - Group Fixed Retirement Annuity

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Compliance certifications are attached.

Attachments:

Reg 19 CERTIFICATION \_ALIC\_.pdf Reg 49 CERTIFICATION\_ALIC\_.pdf UNIV READABILITY CERT.pdf

Item Status: Status

Date:

Satisfied - Item: Exhibit A

**Comments:** 

Exhibit A is attached.

**Attachment:** EXHIBIT A.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Statements of Variability are attached.

**Attachments:** 

Statement of Variability - 581 \_NMCHG\_.pdf

Statement of Variability - 581\_EF\_.pdf

Statement of Variability - 582\_EF\_.pdf

Statement of Variability - 64351 APP.pdf

Statement of Variability - 64351.pdf

## Reg 19 CERTIFICATION Arkansas

I, Robert F. Lange, an officer for Ameritas Life Insurance Company. hereby certify that we have reviewed Rule and Regulation 19 and that we meet the provisions of said Rule and Regulation, as well as all applicable requirements of your Department regarding Unfair Sex Discrimination in the Sale of Insurance.

Robert G. Lange

Vice President, General Counsel and Assistant Secretary

January 15, 2011

Date

### Reg 49 CERTIFICATION Arkansas

I, Robert F. Lange, an officer for Ameritas Life Insurance Company. hereby certify that I have reviewed Arkansas Rule and Regulation 49 and that we are in compliance regarding Life and Health Insurance Guaranty Association Notices.

I also certify that we have reviewed ACA 23-79-138 regarding the use of Complaint Notices and assure that we are in compliance.

Robert G. Lange

Vice President, General Counsel and Assistant Secretary

January 15, 2011

Date

### Reg. Section 6 DI: Method of Disclosure of Required Information

All information required to be disclosed by this rule shall be set out conspicuously and in close conjunction with the statements to which such information relates or under appropriate captions of such prominence that it shall not be minimized, rendered obscure or presented in an ambiguous fashion or intermingled with the context of the advertisements so as to be confusing or misleading.

#### Reg. Section 6 Life: Valuation

The minimum valuation standard for universal life insurance policies shall be the Commissioners Reserve Valuation Method

## READABILITY CERTIFICATION

I, Robert G. Lange, an officer of Ameritas Life Insurance Corp., hereby certify that the following form(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements of the laws and regulations of your state.

<u>Form</u>	Form Title	<b>Readability Score</b>
64351	Fixed Group Retirement Annuity	**
64351 APP	GRA Application	**
581 (NMCHG)	Amendment	**
581 (EF)	Amendment	**
582 (EF)	Notification	**

Robert G. Lange

Relet 6. Jange

Vice President, General Counsel & Asst. Secretary

January 15, 2011

\*\*These forms are exempt from any flesch score or readability requirements in your statutes or regulations as it is subject to federal jurisdiction and the language contained therein is drafted to conform to the requirements of federal law.

## EXHIBIT "A"

## FORMS FILED FOR APPROVAL

FORM NUMBER

## NAME OF FORM

64351 Group Fixed Annuity Contract
64351 APP Group Fixed Annuity Application
581 (NMCHG) Amendment

581 (NMCHG)Amendment581 (EF)Amendment582 (EF)Notification

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## **Statement of Variability**

## **581(NMCHG)**

The following information is bracketed on the amendment:

## 1. Group Contract No. and Contractholder

These items are personalized to the contract purchased and are included as John Doe specimen information.

## 2. Effective Date

This item is personalized to the contract purchased. It is the effective date of the contract.

#### 3. Plan

This item is personalized to the contract purchased and is included as John Doe specimen information.

## 4. Officer Signatures and Titles

In the event the title of an officer changes, any new title utilized will be the title of an officer of the company.

## **Statement of Variability**

581 (EF)

The following information is bracketed on the amendment:

## 1. Group Contract No. and Contractholder

These items are personalized to the contract purchased and are included as John Doe specimen information.

## 2. Effective Date

This item is personalized to the contract purchased. It is the effective date of the contract.

### 3. Expense Factor

This is bracketed to allow for expense coverage as it relates to various levels of commissions.

- (a) Daily charges are the annual charges on a daily basis.
- **(b)** Annual charges range from 0% to 2.25%.

## 4. Officer Signatures and Titles

In the event the title of an officer changes, any new title utilized will be the title of an officer of the company.

## **Statement of Variability**

582(EF)

The following information is bracketed on the amendment:

## 1. Group Contract No. and Contractholder

These items are personalized to the contract purchased and are included as John Doe specimen information.

## 2. Effective Date

This item is personalized to the contract purchased. It is the effective date of the contract.

## 3. Expense Factor

This is bracketed to allow for expense coverage as it relates to various levels of commissions.

- (a) Daily charges are the annual charges on a daily basis.
- **(b)** Annual charges range from 0% to 2.25%.

### 4. Officer Signatures and Titles

In the event the title of an officer changes, any new title utilized will be the title of an officer of the company.

## **Statement of Variability**

# **Application 64351 APP**

The following is bracketed on all application pages. These items have been bracketed in the event they change in the future.

# **1. General Company Information:** Home Office Address

## Statement of Variability Contract 64351

**CONTRACT COVER:** The following information is bracketed on the contract cover:

- 1. (a) Home Office Address
  - (b) Client Service Office Phone Number
  - (c) Client Service Office Fax Number
  - (d) Client Service Office Address
  - (e) <u>Contractholder</u> This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
  - **(f)** Group Annuity Contract Number This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
  - (g) Officer Signatures and Titles

#### **CONTRACT SCHEDULE PAGE:** The following information is bracketed on the Schedule Page:

- 2. <u>Contract Number</u> This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
- 3. Guaranteed Investment Account the guaranteed minimum interest rate range from 1.5% to 3.0%.
- **4.** Expense Factor the expense component (also called the Contract Management Charge) of the net investment factor is bracketed to allow for expense coverage as it relates to various levels of commissions. This charge ranges from 0% to 2.25%.
- **Annual Recordkeeping Fee** bracketed as the charge varies by average participant account value for the contract. Annual charge ranges from \$0 to \$35.
- **6.** Contingent Deferred Sales Charge The purpose of the Contingent Deferred Sales Charge (CDSC) is to recapture unrecouped commission expense incurred by Ameritas upon early termination of the contract. The CDSC requires variability as various commission options are available under this contract. It becomes fixed within the contract at the time of the sale of the contract, as approved by the trustee(s) of the plan purchasing the contract. It may only be changed by signed authorization of the trustee(s) of the plan purchasing the contract.

Below is the range of values possible for the CDSC.

Contingent Deferred Sales Charge			
Contract Duration	Minimum Value	Maximum Value	
0 - 1 Year	0%	7%	
1 - 2 Years	0%	6%	
2 - 3 Years	0%	5%	
3 - 4 Years	0%	4%	
4 - 5 Years	0%	3%	
5 - 6 Years	0%	2%	
6 - 7 Years	0%	1%	
7 Years Or More	0%	0%	

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